

1 Charles C. Sipos, Bar No. 348801  
CSipos@perkinscoie.com  
2 Ellie F. Chapman, Bar No. 305473  
EChapman@perkinscoie.com  
3 PERKINS COIE LLP  
1201 Third Avenue, Suite 4900  
4 Seattle, Washington 98101-3099  
Telephone: +1.206.359.8000  
5 Facsimile: +1.206.359.9000

6 Julie L. Hussey, Bar No. 237711  
JHussey@perkinscoie.com  
7 PERKINS COIE LLP  
11452 El Camino Real, Suite 300  
8 San Diego, California 92130-2080  
Telephone: +1.858.720.5700  
9 Facsimile: +1.858.720.5799

10 Attorneys for Defendant Amazon.com, Inc.

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12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **SAN FRANCISCO DIVISION**

15 SHANNON IRELAND-GORDY, et al.,

16 Plaintiffs,

17 v.

18 TILE, INC., et al.,

19 Defendants.

Case No. 3:23-cv-04119-RFL

**AMAZON.COM, INC.'S NOTICE OF  
JOINER TO TILE DEFENDANTS'  
MOTION TO COMPEL ARBITRATION AND  
STAY PROCEEDINGS**

**NOTICE OF JOINDER**

**TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE THAT** Defendant Amazon.com, Inc. (“Amazon”) hereby joins Defendants Tile, Inc. and Life360 Inc.’s (together, “Tile Defendants”) Motion to Compel Arbitration and Stay Proceedings (“the Motion”).

Amazon’s joinder is based on Tile Defendants’ Motion, the memorandum in support thereof, declarations in support thereof and exhibits thereto, all pleadings and papers on file in this matter, and such evidence and oral argument as may be presented by the parties at the hearing on the Motion. As set forth in Tile Defendants’ Motion, Amazon respectfully requests that the Court issue an Order (1) compelling Plaintiffs Melissa Broad and Jane Doe to arbitrate their claims on an individual basis pursuant to the terms of a valid and enforceable arbitration agreement with Tile Defendants, and (2) staying the remainder of the action (including claims brought by Plaintiffs Broad and Doe against Amazon, and claims brought by Plaintiffs Shannon and Stephanie Ireland-Gordy against Tile Defendants and Amazon) pending completion of arbitration.

Amazon files this joinder without prejudice as to its later assertion of Rule 12 defenses. *See* Dkt. 30 (Stipulation and Order as Modified Setting Briefing Schedule and Continuing Initial Case Management Conference). Based on the arguments set forth in Tile Defendants’ briefing, Amazon concurs that valid arbitration agreements were created between Plaintiffs Melissa Broad, Jane Doe, and Tile Defendants, and likewise concurs that a stay in this matter is warranted. *See, e.g., Bischoff v. DirecTV, Inc.*, 180 F. Supp. 2d 1097, 1114–16 (C.D. Cal. 2002) (stay pending arbitration was warranted as to all claims and parties—including non-arbitrating parties—given the “similarity of issues of law and fact” between the arbitrable claims and the remaining claims, “as well the potential for inconsistent findings absent a stay”); *Morales v. Lexxiom, Inc.*, No. CV096549SVWDTBX, 2010 WL 11507515, at \*10–13 (C.D. Cal. Jan. 29, 2010) (same); *see also* Tile Defendants’ Motion, Section IV(B). Amazon reserves the right to join and/or supplement Tile Defendants’ Motion with facts or concerns unique to Amazon as appropriate, prior to or at the hearing on the Motion.

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**PERKINS COIE LLP**

By: s/ Charles C. Sipos  
Charles C. Sipos, Bar No. 348801

By: s/ Ellie F. Chapman  
Ellie F. Chapman, Bar No. 305473

1201 Third Avenue, Suite 4900  
Seattle, Washington 98101-3099  
Telephone: +1.206.359.8000  
Facsimile: +1.206.359.9000  
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*EChapman@perkinscoie.com*

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San Diego, California 92130-2080  
Telephone: +1.858.720.5700  
Facsimile: +1.858.720.5799  
*JHussey@perkinscoie.com*

*Attorneys for Defendant Amazon.com, Inc.*